



**IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.**

**Dated: July 17, 2023.**

A handwritten signature in black ink, appearing to read "Mike Parker", written over a horizontal line.

**MICHAEL M. PARKER  
UNITED STATES BANKRUPTCY JUDGE**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

<b>In re:</b>	<input type="checkbox"/>	<b>Chapter 11</b>
	<input type="checkbox"/>	
<b>HIGHPOINT LIFEHOPE SPE, LLC,</b>	<input type="checkbox"/>	<b>Case No. 22-50929-mmp</b>
	<input type="checkbox"/>	
<b>Debtor</b>	<input type="checkbox"/>	
	<input type="checkbox"/>	

**ORDER GRANTING DEBTOR’S FIRST OMNIBUS MOTION TO ASSUME  
UNEXPIRED LEASES UNDER WHICH DEBTOR IS LANDLORD**

**CAME ON** for consideration the *First Omnibus Motion to Assume Unexpired Leases Under Which Debtor Is Landlord* (“**Motion**”) filed by Highpoint Lifehope SPE, LLC, Debtor and Debtor-in-Possession in the above-captioned case (“**Debtor**”).

The Court, having considered the Motion, any objections thereto, the evidence and testimony elicited at the hearing on the Motion, the record in this case, and the argument and representation of counsel the Court finds that: (a) it has jurisdiction over the Motion pursuant to 28 U.S.C. § 1334 and the Standing Order of Reference; (b) consideration of the Motion is a core

proceeding pursuant to 28 U.S.C. §157; (c) notice of the Motion was appropriate; and (d) the legal and factual basis set forth in the Motion establish just cause to grant the relief requested in the Motion. Accordingly, it is

**ORDERED** that the relief requested in the Motion is GRANTED as modified herein; it is further

**ORDERED** that the Tenant Leases set forth on Exhibit 1 hereto are assumed; it is further

**ORDERED** that the allowed cure payments and conditions of assumption for certain leases are modified as followed:

- A. **Qualfon Group** was owed a cure payment in the amount of \$62,029.30 for post-petition expenses incurred for janitorial services. Per agreement with the Debtor, this cure payment was effectuated through reduced rental payments from December 2022 to March 2023. The amount has been cured in full. Late fees in the amount of \$5,591.40 demanded by the Debtor have been waived pursuant to this agreement.
- B. **Office Ally**. The lease will be assumed, but modified as follows. Office Ally will pay rent in the amount of \$41,741 per month through August 31, 2023. Office Ally will vacate the premises by July 31, 2023, and the Lease will be terminated effective July 31, 2023. Office Ally will pay the Debtor a one-time termination fee of \$25,000 by July 31, 2023. Upon completion of the terms of this agreement, neither Office Ally nor the Debtor will have any remaining obligations under the Lease to each other or to any other party in interest in this bankruptcy case. Office Ally will withdraw its objection to the Motion and its Motion for Relief from Automatic Stay.
- C. **San Antonio Preventative & Diagnostic Medicine (“SAPDM”)**. The lease will be assumed but modified as follows. The lease termination date will be modified to

December 31, 2023. SAPDM will pay its normal monthly lease rent through December 31, 2023. SAPDM may vacate the premises any time before December 31, 2023, but vacating the premises will not relieve SAPDM of its rent obligations through December 31, 2023. SAPDM will pay a lease termination fee of \$175,000 in two payments -- \$87,500 due within 14 days of entry of this order and \$87,500 due to Debtor or its assignee prior to December 31, 2023. SAPDM may extend its lease through March 31, 2024 by notifying Debtor or its assignee of its election to exercise the option (including the length of the extension) in writing on or before September 30, 2023. SAPDM will withdraw its objection to the Motion and will not object to any sale motion, disclosure statement, or chapter 11 plan filed by the Debtor. SAPDM and Debtor mutually release any and all other claims they may have against each other accruing prior to the entry of this Order.

**D. Lydia Security Monitoring, Inc. (“Lydia”).** Pursuant to the Agreed Order Approving Administrative Expenses [Dkt. 113], Lydia has an allowed administrative claim in the amount of \$6,958.48. Lydia’s lease will be assumed and the cure amount will be paid from the proceeds of the sale of Debtor’s assets, more specifically, the \$100,000 carve out set forth in the Amended Sale Procedures Order, or otherwise through a plan of reorganization as approved by the Court. It is further

**ORDERED** that the assignment of the Tenant Leases to the purchaser of Debtor’s real property assets will be subject to further order of this Court in conjunction with the anticipated Sale Hearing.

**It is so Ordered.**

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Order prepared by

LANGLEY & BANACK, INC.

/s/ Natalie F. Wilson

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APPROVED AND AGREED TO

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**Attorney for Lydia Security Monitoring, Inc.**

EXHIBIT 1

Tenant	Tower	Suite	Start Date	Termination Date	Cure Amount
Charles Guitierrez PhD, Ltd, LLP	1	301	1-Feb-2018	MTM	\$0.00
CPR 123, Inc.	2	120	1-Feb-2014	31-Oct-2023	\$0.00
Flow Therapy	1	400	1-Jul-2022	30-Jun-2037	\$0.00
Genoa Healthcare LLC	1	150	1-Jul-2022	30-Jun-2037	\$0.00
Highpoint I SA Medical Chapel	1	100	1-Aug-2021	31-Jul-2120	\$0.00
Highpoint II SA Medical Chapel	2	100	1-Jan-2022	31-Dec-2121	\$0.00
Highpoint Internal Medicine	1	130	1-Jul-2022	30-Jun-2037	\$0.00
HPM Mgmt Office	2	1000	1-Jul-2022	30-Jun-2037	\$0.00
iKare Medical Management	1	900	1-Apr-2019	31-Jul-2031	\$0.00
Integrated Medical Lab Group, LLC	1	400	1-Feb-2019	31-Jan-2034	\$0.00
Lydia Security Monitoring, Inc.	2	500	1-Jan-2016	31-Mar-2024	\$6,958.48
Mittere Inc DBA Physical & Hydrotherapy	1	150	1-Jun-2022	31-May-2037	\$0.00
Mittere Inc DBA Weightloss & Wellness Counselling	1	1000	1-Mar-2019	28-Feb-2028	\$0.00
North Point Cardiology Associates, LLC	1	300	1-Jun-2021	31-May-2036	\$0.00
Office Ally, Inc.	2	800	1-Jan-2017	31-Jul-2023	\$0.00
Qualfon Data Services Group*	2	200	1-May-2014	31-Aug-2024	\$0.00
Qualfon Data Services Group	2	210	1-May-2014	31-Aug-2024	\$0.00
Qualfon Data Services Group	2	300	1-May-2014	31-Aug-2024	\$0.00
Qualfon Data Services Group	2	400	1-May-2014	31-Aug-2024	\$0.00
SA High Performance Medical Integration	2	600	1-Jun-2022	31-May-2037	\$0.00
SA Infrared Therapy	2	400	29-Jun-2021	28-Jun-2036	\$0.00
SA JV Headache Pain Clinic	1	500	1-Jul-2022	30-Jun-2037	\$0.00
SA Kinesiology, LLC	2	210	1-Jun-2021	31-May-2036	\$0.00
SA Professional Practitioners, LLC	2	410	1-Jun-2021	31-May-2036	\$0.00
SA Physical Therapy, LLC	2	200	4-Aug-2021	3-Aug-2036	\$0.00
SA Radiology Associates	1	B150	1-Jan-2019	31-Dec-2033	\$0.00
SA Spine	1	700	1-Nov-2016	MTM	\$0.00
SA Sport Specific Training	2	610	1-Jun-2022	31-May-2037	\$0.00
San Antonio Catching Point Surgical & Clinic, LLC	1	200	1-Feb-2019	31-Jan-2034	\$0.00
San Antonio Preventative & Diagnostics	1	401	1-Nov-2017	31-Oct-2026	\$0.00
Smile Brands, Inc.	2	1020	1-Nov-2017	29-Feb-2024	\$0.00
SWEGS Development	2	900	1-Jun-2022	31-May-2037	\$0.00
Texas Surgical Team, LLC	1	600	1-Jun-2021	31-May-2036	\$0.00

\*Cure payments made in full via rent offset